



**BOOTH VENDOR/EXHIBITOR  
APPLICATION AND AGREEMENT**

\_\_\_\_\_  
DATE

**BICYCLE TOUR OF COLORADO – MONTROSE COMMUNITY FESTIVAL**  
Check box(es) that apply to your level of participation:  
\_\_\_\_ SUNDAY (All Vendors - set up at Rotary Park by 8:30am)  
\_\_\_\_ MONDAY (Food Vendors Only - set up at Rotary Park by 4:30am)  
Brief description of booth/exhibit \_\_\_\_\_

\_\_\_\_\_  
NAME OF ORGANIZATION/INDIVIDUAL

\_\_\_\_\_  
REPRESENTATIVE/CONTACT PERSON

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY STATE ZIP PHONE

\_\_\_\_\_  
SALES TAX ID NO. (commercial) TAX EXEMPT NO. (non-profit)

**NOTE: ALL vendors are required to collect sales tax. Call (970) 240-1465 for more information.**

**TYPE OF BOOTH:**

\_\_\_\_\_  
**COMMERCIAL, CONCESSION OR POLITICAL**  
**\$25.00 per 10'x10' booth**  
Drawing will be for: \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_  
**NON-PROFIT ORGANIZATION**  
**\$10.00 per 10'x10' booth**  
Drawing will be for: \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_  
**SELLER OF FOOD (indicate type of organization above)**  
Persons and/or organizations applying for a concession, with the intent of selling food, must contact Jim Austin (970/252-5067 or [jaustin@montrosecounty.net](mailto:jaustin@montrosecounty.net)) with Montrose County Health and Human Services no later than ten (10) working days prior to the event. Mr. Austin will guide you through the process and will provide information regarding any leasing requirements and/or fees necessary for you and/or your organization to participate.

## AGREEMENT:

1. Indemnification: To the fullest extent, the Vendor/Exhibitor shall indemnify and hold harmless the City of Montrose and Montrose County School District RE-1J and its elected and appointed officials, officers, employees, volunteers and agents from and against any and all losses, damages, liabilities, claims, suits, or actions made or asserted for any damages to person or property arising out of or in any way connected with: **1)** Vendor/Exhibitor participation in the above named event, and/or **2)** Vendor/Exhibitor use of Montrose County School District RE11 property. The Vendor/Exhibitor's obligation to indemnify pursuant to this paragraph shall survive the termination of this Agreement.
2. Non-Assignment: The services agreed to herein are personal to Vendor/Exhibitor. Vendor/Exhibitor shall not transfer or assign this Agreement to any other individual or entity without the prior written consent of The City of Montrose.
3. Supersedes: This Agreement supersedes all previous communications, negotiations and/or contracts between the respective parties hereto, either verbal or written, and the same not expressly contained herein are hereby withdrawn and annulled.
4. Governmental Immunity: Nothing in this Agreement is or shall be construed to be a waiver by The City of Montrose of the provisions of the Colorado Governmental Immunity Act (C.R.S. § 24-10-101 *et. Seq.*) or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now or hereafter amended.
5. Jurisdiction: This Agreement shall be governed by the laws of the State of Colorado. Jurisdiction and venue of any suit, right, or cause of action arising under, or in connection with this Agreement shall be exclusive in Montrose County, Colorado.
6. Conduct: The Vendor/Exhibitor shall conduct the operation of the exhibit, display, or concession in a quiet and orderly manner at all times and shall keep the exhibit display area neat, clean and free from rubbish. Each Vendor/Exhibitor is responsible for the proper disposal of all waste products. All garbage and refuse must be secured in plastic bags before depositing in the trash containers located throughout the area. The 5' space immediately surrounding any concession booth must be kept clean at all times by the user of the concession. Violation of these rules may result in loss of booth space and privileges. Violators may be expelled from the grounds. No refund of booth rental will be authorized under such circumstances.
7. Licenses and Certificates: All required licenses and certificates must be current and in good standing.
8. Taxes: All booths making sales on the grounds are required to have a sales tax license. Applications are available through the Colorado Department of Revenue.
9. Policies and Procedures: The City of Montrose Policies and Procedures, as applicable, are incorporated herein by reference, and made a part of this Agreement.
10. Violation of Rules: Failure to comply with these rules and regulations may result in immediate loss of booth space and privileges. Violators may be directed to remove their booth materials and property from the event site. No refund of booth fees will be made under these circumstances.

This Agreement must be approved by the City of Montrose (and County, for sellers of food) prior to its effectiveness.

I have read and understand this Agreement and attachments, and agree to abide by them in full.

**CITY OF MONTROSE**

**ORGANIZATION OR INDIVIDUAL**

\_\_\_\_\_  
\_\_\_\_\_  
(name) (title)

\_\_\_\_\_  
\_\_\_\_\_  
(name) (title)

**PLEASE MAKE CHECKS PAYABLE TO THE CITY OF MONTROSE.**

**RETURN CONTRACT, PROOF OF COUNTY APPROVAL, AND CHECK(S) TO:**

The City of Montrose  
433 S 1<sup>st</sup> Street  
P.O. Box 790  
Montrose, CO 81401

<b>OFFICE USE ONLY</b>		
<b>AMOUNT REC'D:</b> _____	<b>DATE REC'D:</b> _____	<b>CASH or CHECK</b>
<b>NAME ON CHECK:</b> _____	<b>CHECK#:</b> _____	
<b>SELLER OF FOOD – COUNTY APPROVAL RECEIVED:</b> Y or N	<b>APPROVAL DATE:</b> _____	
<b>CITY OF MONTROSE SALES TAX LICENSE No.:</b> _____ <i>(Applicable to all vendors)</i>		
<b>DEPOSIT 29/2900 WITH ACTIVITY #30 (GL 290 4400 414 000)</b>		